C. F. 71 & 72—70,000—14-7-30

C.F. 71 & 72.

1933

Department of Revenue

OFFICE Bdhigisde

STATION Madras

Mis No.

U. 1511/32

Dated 20.1.33

	Date	Initial
To whom sent: Collr & Bellary	Given for copying	
	Copied	
	Examined	
	Signed	
	Given for despatch	
	Despatched	
	Indexed	GV
Pages in the file: 6/16 Typ 7	To be destroyed on*	

(SUBJECT.)

Mining leases - Manganese - (Bellary, Hanaparahalli M - Alijilavada ... Block III - Jamadarchari Mining Co., Bangalore - Draft lease deed - ...

Not to be filled in in the case of permanent records.

1

C.F. 82.

DEPARTMENT.

In reply, please quote number, date and short title.

Received *Registered* K1911

From (Name) F.W. Stewart Esq.,C.I.E.,I.C.S.,

(Designation) Collector of Bellary

Post Box ....., (Station) Bellary

Telegraphic Address .....

BOARD OF REVENUE
4 OCT 1932
LAND REVENUE AND SETTLEMENT

To The Secretary to the Commissioners,

Board of Revenue, Land Revenue & Settlement,

Madras

Ref. M.L.A. *No.* 1/32, *dated* 3.10.32 19

Sir.

ENCLOSURES Draft-Lease deed with a sketch.

SPARE COPIES p7 (I) (J)

Mining lease - Harpanahalli - Aligilavada block No.III Garudachar M.R.Ry., C.M. of Bangalore - Ref. Board's Memo.No. 2815 dated 23.9.32.

A copy of the draft lease deed is enclosed.

2: The draft is a true copy of the lease deed executed by M.R.Ry., A. Pichayya Nayudu in respect of the same block. This lease was first sanctioned by the Board in its B.P.No.Mis. 1925 dated 25.8.26 and subsequently cancelled in B.P.No.Mis.3512 dated 6.11.31.

p7 (S)

pp324 (K)

3.X.32

For Collector

R.V. 3.10

3.10.32

A.S. (Sett)

3 4-12 S.L

R. F. XXII-A-19—30,004—2-2-31.(6)

Subject.

FOR MEMBER. Mining leases — Manganese — (Bellary) — Aligilavada block III — Ramdachar MRK, C/o of Bangalore — Draft lease deed.

READ AGAIN B. P. No. _____ ,dated _____ 193

" " " _____ , " _____ 193

READ ALSO:-

Register No. K·1911 From the Colls of Bellary, No. _____ dated _____ 193

" " _____ , " " _____ , _____ , " _____ 193

" " _____ , " " _____ " " _____ , " _____ 193

~~RESOLUTION~~ Rep. No. 1711-32-7 dated 10 - 193 2

Issue
Pp
14.X.32

DESPATCHED

28/15/6

The attention of the Colls is ~~requ~~ invited to the rules in section II at p 87 of the Madras Mining Manual & he is requested to report whether the lessee has paid the Govt Solicitor's fee of Rs 50/- & if not to collect the amount & report the fact to the Board.

2/. The relevant additional conditions under Cor. slip nos XI 924-63 inserted in clause 15 of part VII & in clause 2 of part IX of the lease deed have not been incorporated in the draft lease deed submitted by the Colls. ?

,143 & 147 of the Mining Manual

To the Collr of Bellary,

Rp 4.12.18 & 19 (J)

Omissions have since been supplied in the Board's office.

11/10 11.X.32

13.10.32

To the Clerk of Bellary

R./84.15.*

5

C.F. 32

Revenue DEPARTMENT.

. reply, please quote number, date and short title.*

Received ..... *Registered* IC 2416

From (Name) F.W. Stewart Esq., C.I.E., I.C.S.,

(Designation) Collector of Bellary.

Post Box ..... (Station) .....

Telegraphic Address .....

To The Secretary to the Commissioners,

Board of Revenue, Land Revenue and Settlement
Madras.

Ref. M.L. No. 1/32, *dated* 4-12-32. 19

Sir

*Mining lease- Manganese- Aligilavada Block III- Garudachar M.R.Ry. C.M. of Bangalore- solicitor for.

Ref:- Board's Ref.No. K. 1911/32-1 dated 14-10-32.

Enclosures .....

Spare Copies .....

Mr. C.M. Garudachar says that the amount of Rs 50 sanctioned to be refunded to him in B.P.Rt. 4696 dated 14-9-32 may be utilised for paying the fee to the Government Solicitor.

2. The amount has not yet been refunded to him. It will be sent to the Government Solicitor on receipt of the Board's orders.

6 & 11.32

A.S.N./6-12. For Collector.

6
6.12.32

R. F. XXII-A-19—28,004—15-3-32 (6)

Subject.

FOR MEMBER. Mining lease - Manganese - (Bellary)
Harapanahalli Tk - Aligilavada reserve
Block III - Gandachari MRRy Co. Ltd.,
Bangalore - Draft to issue deed - Scrutiny.

READ AGAIN B. P. No. _____, dated _____ 193

" " " _____ 193

READ ALSO :—

Register No. K. 246 From—the Govt, No. _____, dated _____ 193

" " _____, " " _____, " _____, " _____ 193

" " _____, " " _____, " _____, " _____ 193 .

~~RESOLUTION~~ Govt No. 1911-32 dated 13 . 12 - 1932.

Issue
13.XII.32

A mining lease for manganese has been granted to M/s RRy Co. Ltd. Gandachari, Bangalore for a period of thirty years over an extent of 367.56 acres of land in Aligilavada reserve Block III, Harapanahalli taluk, Bellary dist. The lease deed when executed by him is forwarded to the Govt Solicitor, Madras, who is requested to scrutinize it & return it with his remarks, if any, at an early date.

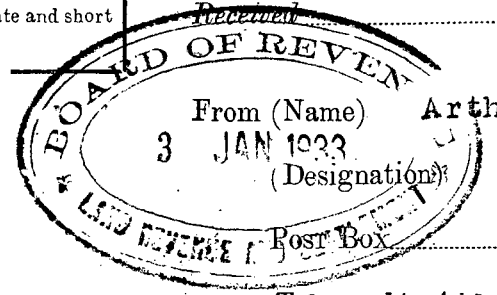
16.XII.32

DESPATCHED
14 DEC 1932

C F.32-(a). 9 DEPARTMENT.

In reply, please quote number, date and short title *

Received Registered 1 K 9



From (Name) Arthur Thomas Esq.,

(Designation) Government Solicitor,

Post Box, (STATION) Madras.

Telegraphic Address.

To The Commissioner of Land Revenue & Settlement,

Chepauk, Madras.

No. 3227, *dated* 22nd December 1922.

Sir,

* Re: Grant of Mining Lease for Manganese to Mr.C.M.Garudachari of Bangalore.

I have the honour to forward herewith a note of my charges in the above matter amounting to Rs.50/- which sum I shall be obliged by your directing to be remitted to me.

I have etc.,

Government Solicitor.

ENCLOSURES

Note

SPARE COPIES

MRV

11

THE COMMISSIONER OF LAND REVENUE & SETTLEMENT.

To

THE GOVERNMENT SOLICITOR.

Re:

Grant of Mining lease for Manganese
to Mr.C.M.Garudachari of Bangalore.

1932 Dec.15 to 21	To my fee for scrutinising the above mining lease and advising thereon.	Rs.50/-/-

In reply, please quote number, date and short title.*

_____ DEPARTMENT.

*Received*_____ *Registered* 02P270

From (Name) Arthur Thomas Esq.,

(Designation) Government Solicitor,

Post Box_____, (Station) M a d r a s.

*Telegraphic Address*_____

To The Commissioner of Land Revenue and Settlement,

M a d r a s.

No. 3210, *dated* 21st December 1932.

Sir,

Mining Lease - Manganese -(Bellary)- Harapanahalli Taluk - Aligilaveda reserve Block III - Garudachari M.R.Ry. C.M., Bangalore - Draft lease deed - Scrutiny.

Enclosures_____

_____

_____

Spare Copies_____

I have the honour to acknowledge receipt of your Ref.K.No.1911-32-2 of the 13th December 1932 together with the draft lease deed enclosed therewith.

2. I have perused the same and find that clause 19 of part 7 of the standard form of mining lease contained in the mining manual is omitted from the draft now sent to me. I am of opinion that this should be inserted in the appropriate place in the draft now sent. I have also made a few other alterations in red ink subject to which the lease appears to be in order.

3. I return herewith the draft mining lease forwarded to me.

I have the honour to be,
Sir,
Your obedient servant,

Government Solicitor.

CG:N

15

R. F. XXII-A-19—23,004—15-3-32 (5)

Subject.

FOR MEMBER. Mining leases - Manganese - (Bellary) - Harapanahalli M - Aligilavada reserve, Block III - Jamadachari MRly C.M. Bangalore - Draft lease deed - approved.

READ AGAIN D. F. No. _____, dated _____ 193

" " _____, " _____ 193

READ ALSO:—

p1 cf Register No. K. 1911/21, From the _____, No. _____, dated _____ 193

p5 cf " " K. 2416/32 " _____, " _____, " _____ 193

p9 cf " K. 9/33 " _____, " _____, " _____ 193

p15 cf " " K. 18/33 " _____, " _____, " _____ 193

RESOLUTION. Mis No. 221 dated 20-1-1933.

Issue
20.1.33

The draft lease as amended submitted by the CMy is approved ~~as amended~~ ~~with the amendments suggested~~ ~~made~~ ~~in the foot Sheet~~

p9 (J)

Vide order at p4 ante

~~2. Clause 2 of Part VI of the deed doesn't convey the correct sense. It should be recast in the form of Clause 2 at page 138 of the Mining Manual.~~

2. Clause 19 of Part VII at page 144 of the Mining Manual has been omitted in the draft lease deed. It should be inserted after Clause 18 (b) at page 16 of the draft lease deed.

p16 (I)

5 X. The Coll. is requested to send direct to the Govt Solicitor, Madras, the sum of Rs 50/- being the fees due to him for scrutinizing the draft lease deed.

Sd
19/1/33. 19.1.33.

20.1.33

To the Coll. of Bellary with the draft lease deed as enclosed, rcpd Copy to the Govt Solicitor, Madras for favr of report

31

DC Please ask section to send.

25/1

A. S. (Sett)

Note file

Mining lease — Manganese — (Bellary) — Harapanahalli Tk — Aligilavada reserve, Block III — Gandachari MR Ry — C. M, Bangalore — Sanc'd — Draft lease deed.

K. 1911.

-/1 cf

-/p 3 & 4 cf

Isd's repeat K. 1911-32-1944-co. 32

-/5 cf

K. 2416.

To Asstt Secy.

/7 (I)

In its proposs No. Mis 2815 of 23-9-32 the Board sanctioned the grant of a mining lease for manganese to MR Ry Gandachari of Bangalore for a period of 30 years over an extent of 367.56 acres of land in Aligilavada reserve, block III in Harapanahalli taluk, Bellary dt. The Colr has submitted a draft lease deed for the Board's approval. The draft lease deed is in order except for the omissions pointed out by the Colr in his repeat p/p 3 & 4 cf & supplied in the office & the minor corrections made in pencil at p/p 1, 2, 6, 18 in it. The pencil corrections are in accordance with the form prescribed in the Mining Manual. They may be made in the draft deed in ink.

As for the fee to be paid to the Govt Solicitor for scrutinizing the draft lease deed the Colr says that the sum of Rs 50/- ordered to be refunded to the

lessee in B.P. Pt. 4696 of 44. 8.32 has not yet been refunded to him & that it will be sent to the Govt Solicitor on receipt of the Board's order approving the draft lease deed. The draft lease deed may be forwarded to the Govt Solicitor for scrutiny under note (1) to rule (4 6) at pp 76 of the Mineral Manual. pp 11 + 12 (P)

Para 2 at P 8 of

Vide also rules in Section II at P 87 of the Manual.

Draft subm'd.

S

9/12/32 — 12/12/32 — A.S. (Acting).

Issued as Bd's corr K. 1911-32-2 of 13-12-32. — p 7 of

K. 9/33 from the Govt Solicitor — p 9 of

K. 18/33 — do — — p 13 of

To Asstt Secy.

The Govt Solicitor has returned the draft lease deed after scrutiny.

The Govt Solicitor has made the following additions & corrections in the draft lease deed in addition to those made in the office at pp 1, 2, 6 + 18 of the draft deed.

(a) Page 1 of the draft deed - Para 2 of the preamble.

The words "and more particularly delineated on the map or plan hereto annexed" have been added after the word "schedule" in line 14. There is already a reference to the plan of the land in Part I of the deed, dealing with the — not contained in the Standard form

p 12 (J)

area of the lease and it is appropriate in that portion of the lease deed. It is unnecessary to refer to the plan in the preamble of the deed as proposed by the Govt Solicitor. It would also amount to repetition, if a reference to the plan is made in the preamble. In the circumstances the additions proposed by the Govt Solicitor may be deleted.

The addns proposed by the Govt. Solicitor may be accepted. There is absolutely no harm in doing so.

KLy 16/1/33

(J)

(b) Page 8 of the draft lease deed - Clause 1 of Part V -

A.M. 16.1.33

The Govt Solicitor has substituted the words "or" for the words "and" occurring after the words "sell" and "sold" respectively. The word "and" occurs in both the places in the standard form of the mining lease. Please see p 133 of the Mining Manual. The Govt Solicitor has not given any reason for the proposed alteration. It also appears unnecessary to change the wording adopted in the standard form. For orders whether the alterations made by the Govt Solicitor may be cancelled.

Here also the Govt. Solicitor's proposal is an improvement. The alteration provides for payment

A.M. 16.1.33

(J)

(c) Page 9 of the draft lease deed - Clause 1 of Part VI -

The Govt Solicitor has struck off the words "of Bellary" ~~after~~ occurring after the word "Collector" in this clause. The lease relates to the Bellary Dt & there is no objection to retain the words "of Bellary" after

the word "Collector". They may be restored.

(d). Clause 2 of Part VI.

The Govt Solicitor has substituted the word "or" for the word "and" occurring after the word "sell" in line 3. The word "and" finds place in this clause in the standard form of the mining lease. This alteration is similar to those referred to in the item (b) above. The orders that will be passed in those cases will hold good in this case also.

(e) Page 10 of the lease deed clause 5 of Part VII.

The Govt Solicitor has substituted the word "Collector" for the words "Secretary of State" in line 2. The words "Secy of State" find place in the standard form of the mining lease. The lessor is the Secy of State and not the Collr. The transaction covered by the lease is between the Govt and the lessee. Although the Collr represents the Secy of State in this case, there is no necessity to alter the wording adopted in the standard form of the mining lease. The alteration made by the Govt Solicitor may be cancelled.

(f). Page 11 of the draft deed - clauses 7 & 8 of Part VII.

The Govt Solicitor has recorded the words "of the district" occurring after

Ll-Hd 16.1.33

This alteration proposed by the Govt Solicitor may be effected.

J

Para 138 of the Manual.

KG

But clause 2 of Part VI of the draft lease (p. 9 J.) does not convey the correct sense. It is wrong. It should be recast in the form of para 2 on p. 138 of Mining Manual, the idea being that a certain (J) amount of dust recovered towards the deficit of the previous half year will be free from payment of royalty. The Collr will be in a position

KG

Yes. Ans 16.1.33 16/1/33

Para 140 of the Manual

The alteration to be done by the Govt. Solicitor may be stated

KG

Berbourne

Ll-Hd 16.1.33.

(J)

the word "Collector" in these clauses. These words appear in the standard form of the mining lease. There is no harm in retaining them. Nor has the Govt Solicitor given any reason against their retention. The words may in the circumstances be restored.

Let the words remain. (J) C.H.H. 16.1.33.

(g) Page 12 of the deed — Clause 9 of Part VIII

The Govt Solicitor has substituted the word "or" for the word "and" occurring after the word "sold". "And" is the wording adopted in the standard form of the mining lease. There is no objection, however, to approve the alteration made by the Govt Solicitor

p 141 of the Manual

Govt Solicitors alts may be accepted. W.Z. (J) C.H.H. 16.1.33

(h) Page 12 of the deed clause 11 of Part VIII

The Govt Solicitor has inserted the word "or" after the word "sold" occurring in lines 8 & 11 respectively. The word "or" does not occur in these places in the standard form of the mining lease. The addition may be accepted.

p 141 of the Manual W.Z. (J) C.H.H.

(i) Page 13 of the deed — Clause 12 of Part VIII

The Govt Solicitor has inserted the words "or Collector" after the words "local Govt" occurring in this clause. The insertion is not supported by the wording in the standard form of the mining lease. It may be cancelled as it is the Collector that is to attend the person to test the machine. However let be retained

p 142 or — do — W.Z. (J) C.H.

(j) Page 16 of the deed — Clause 19 of Part VII

The Govt Solicitor proposes to insert clause 19 at page 144 of the Mining Manual

in this lease deed. The clause has been omitted in the draft deed as it relates to cases where the lessee is a company. In this case the lessee is not a Company. It is therefore unnecessary to insert this clause in this lease deed. It is unnecessary to insert the Clause and renumber the subsequent Clauses as stated by the East Solicitor

(k) Page 17 of the deed - Clause 2 of Part VIII -

The Govt. Solicitor proposed addn may be accepted. It is a safeguard, which will operate if the individual lessee hereafter transfers his rights to a Company

(J) Wh 4/5 Wh

The Govt Solicitor has deleted the words "of Bellary" after the word "Collr" occurring in this clause. There is no harm in retaining the words. The deletion is unnecessary

The amendment proposed by Govt. Solicitor may be accepted

(J) Wh Deletion is unnecessary. A.C.W.

(l) Page 18 of the deed. clause 2 of Part VIII
The Govt Solicitor's proposal cannot be accepted as there is no provision for a second renewal of the lease in respect of manganese. Vide clause (49) at p 77 of the Mineral Manual + clause 2 of Part VIII at p 146 of the Manual.

The Govt. Solicitor has only suggested the necessity of providing for a Second renewal. No such addn is permissible or necessary

(J) No addn need be made. A.C.W. 16.1.33 Wh

(m) Page 19 of the deed. clause 19 of Part IX.

The Govt Solicitor proposes to insert after the word "insolvent" the words "or, in the event of the lessee being a Company ..... the reconstructed company" occurring in Correction slip no. XIII of 18.10.32 at page 147 of the Mineral Manual. The insertion is unnecessary as the provision contemplated in it is applicable only to cases where the lessee happens to be a company. In this case

The lessee is not a company. The insertion made by the Govt Solicitor may be cancelled as being unnecessary. The Govt Solicitor has asked for the remittance of Rs 50/- being his fee for scrutinising the draft lease deed. Reference is solicited to para 2 of the Coll's letter at f 5 c/f. The Coll may be asked to send the amount under to the Govt Solicitor.

18/1
9/1/33. 14/1/33.

The clauses shown within pencil brackets under clause 4 at f 6 of the draft lease, flagged J, are ~~offensive~~ Spl. Clauses to suit the circumstances of this lease. They are not seen in the Standard form at pages 128-154 of the Mining Rl. The Spl. clauses may be allowed to be retained. The Coll. has said that this is a true Copy of the lease previously executed by another individual for the same block

Recd 18/1/33.

[signature]

[signature]

10.1.33.

To A.S. (Coll.)

A.S. (Coll)

Draft submitted

18/1 19/1/33. The necessary alterations ordered above have been embodied in the draft lease deed

19.1.33.

[signature] 20/1/33